<u>REMARKS</u>

Applicant's disclosure

When playing a computer game, it is often the case that a player reaches a goal. A player who reaches a goal may be rewarded with content. Such content is referred to herein as "goal-activated content."

One difficulty that arises is where to store this goal-activated content. A convenient way to store this goal-activated content is on the player's machine. One could then simply provide the player with a key to unlock some of that content whenever he achieves a goal.

The difficulty with this approach is that a determined hacker may be able to unlock the content without having achieved the necessary goal. Applicant's disclosure is directed towards, among other things, avoiding this difficulty.

Matsuda[1]

Matsuda draws attention to the egg-sized portable "*Tamagotchi*" pets that were once popular.[2] An owner of a *Tamagotchi* pet would have to press certain buttons at certain times to "feed" or otherwise care for their virtual pet. If they did this correctly, the virtual pet would thrive. Otherwise, it would die.

Unlike a real pet, the *Tamagotchi* pet could only be cared for by one person at a time. *Matsuda* is directed to the problem of allowing two or more people to care for a virtual pet. *Matsuda* does so by creating what he calls a "shared virtual space" that "enables two or more users to share a virtual creature to communicate with and breed it for shaping its character."

SECTION 102 REJECTION OF CLAIMS 1, 6, 13, 20, AND 21

As best understood, the Examiner regards *Matsuda*'s growth parameter as somehow corresponding to claim 1's "goal-oriented content."

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[1] *Matsuda*, U.S. 6,253,167.
[2] *Matsuda*, col. 2, lines 6-10.

The Examiner appears to be reasoning as follows: (1) the user's goal is to grow his pet; [3] (2) in an attempt to reach this goal, the user feeds his pet; (3) in response to his feeding the pet, he receives a growth-parameter indicating that his pet has grown; (4) therefore, the growth parameter must be goal-activated content.

Matsuda fails to teach goal-activated content

Applicant suggests that the growth-parameter is not "goal-activated" at all.

If the growth-parameter truly were "goal-activated", it would be sent _only_ when a user achieved his goal. This means that there would have to be some sort of test to determine whether the user has, in fact, achieved his goal. _Matsuda_ fails to show any such test.

According to FIG. 10, _Matsuda_ updates the growth parameter as a matter of course. At no point does _Matsuda_ decide whether or not to transmit the growth-parameter on the basis of whether or not a user has achieved some goal.

As best understood, in _Matsuda_'s system, a user who successfully feeds his pet on schedule would see a growth parameter that indicates his pet has grown. But a user who fails to feed his pet on schedule, i.e. who fails to reach his goal, would _also_ receive a growth parameter, perhaps indicating that his pet is dying. Therefore, the growth-parameter is ultimately sent regardless of whether the user has reached a goal. This is inconsistent with the idea of "goal-activated" content.

It is apparent therefore that it makes no difference whether the user reaches a goal or fails to reach a goal. No matter what the user does, a growth parameter will be sent. Since the growth parameter is sent _regardless_ of whether or not the user makes his goal, it is certainly not goal-activated.

In fact, _Matsuda_'s growth-parameter is more like a report card. No matter what the user does, he will receive a report card. There is no requirement that the user achieve some goal as a prerequisite for receiving a report card.

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[3] _Matsuda_ calls his pet a "virtual life object."

In contrast, Applicant's "goal-activated content" amounts to content that a user receives as a prize for having attained some goal. It is not a report card that comes whether or not the user attains a goal. It is a reward for reaching a goal.

By way of analogy, there is clearly a difference between receiving a report card and being promoted to second grade. Although one might quibble about the exact words one might use to articulate the distinction, the Examiner will surely recognize that a difference exists.

There can be no doubt that Applicant has disclosed something different from what *Matsuda* teaches. The issue simply boils down to what words one might use to articulate this distinction given the constraints inherent in using the English language. Applicant selected the term "goal-activated content" and used that term consistently in the specification to describe something that is fundamentally different from the *Matsuda* growth parameter. Applicant submits that the term "goal-oriented content" is one that would reasonably apprise one of ordinary skill in the art what Applicant regards as the invention.

Applicant recognizes that the Examiner must apply the broadest reasonable interpretation of the claim. However, that interpretation must be consistent with how one of ordinary skill in the art would understand the claim in view of the specification. There is no indication that one of ordinary skill in the art would ever regard a growth parameter, which a user would receive regardless of how poorly he cared for his pet, as being "goal-actuated content."

Claims 6, 13, 20, and 21 all recite "goal-actuated content." Accordingly, those claims are patentable for at least the reasons set forth above.

Matsuda fails to teach deleting goal-activated content

Applicant further draws attention to claim 1's reference to "instructing the client to delete the goal-activated content."

The Examiner appears to be suggesting that when a new growth-parameter is sent, it will inevitably overwrite the old growth-parameter. In doing so, the Examiner relies on the proposition that it is inherent that *Matsuda* deletes the old growth parameter.

An argument based on inherency require that the omitted teaching be a necessary result of what the reference expressly teaches. In other words, it must be the case that, given the teachings of *Matsuda*, there is no possible way for the old growth parameter to remain undeleted.

However, it is not necessarily the case that sending a new growth-parameter would overwrite and therefore delete the old one. It would be quite possible for *Matsuda* to maintain a copy of the old growth parameter as a backup.

Applicant concedes that it is also possible that *Matsuda* overwrites the old growth parameter with the new one, as the Examiner suggests. But as *Matsuda* is silent on this point, this amounts to mere speculation. A reference is good only for what it teaches. It is not proper for an Examiner to use a reference as a springboard for speculating on possible other disclosures that the reference may have made but did not.

Claims 6, 13, 20, and 21 all include deletion of goal-activated content, and are therefore patentable for at least the reasons described above.

Section 103 rejection of claim 5

The Examiner suggests that it would have been obvious to encrypt the growth-parameter because it was known to encrypt data for the purposes of (1) protecting the data; and (2) making sure the data gets to the correct destination.

In the first place, one of ordinary skill in the art would have recognized that encrypting data does nothing at all to make sure that the data reaches the correct destination. One of ordinary skill in the art would have recognized that if a packet were misaddressed, or somehow misrouted, it would end up at the wrong destination regardless of whether the content of the packet was encrypted or not.

With regard to protecting the data, one of ordinary skill in the art would have recognized that the growth-parameter is merely a score. One of ordinary skill in the art would have recognized that there is nothing particularly secret about a score that would make it necessary to go through the trouble associated with encryption and decryption.

Although one of ordinary skill in the art could have chosen to encrypt the score, there would be no reason to do so, other than to reconstruct the claimed invention.

Section 102 rejection of claim 3

Claim 3 recites the additional limitation of receiving a history profile from the client.

The Examiner suggests that *Matsuda* teaches this limitation in col. 11, lines 15-43, which describes FIG. 8.

It is apparent, however, that FIG. 8 is not a history profile at all. FIG. 8 is essentially census data that lists all virtual pets, together with relevant data for each pet.

For example, FIG. 8 shows that "Taro" is a monkey who lives in a zoo, and who is currently 50 cm tall and weighs 10 kg. One cannot tell anything about Taro's history from FIG. 8. For example, one cannot tell from FIG. 8 how much Taro may have weighed last year, or how tall he was two years ago.

FIG. 8 is simply a snapshot of the virtual pet population at a particular time. It is not a history profile of anything.

It is apparent therefore that the cited text, which simply describes FIG. 8, fails to teach the additional claim limitation of claim 3.

Section 102 rejection of claim 11

Claim 11 recites the additional limitation of determining that a user has fulfilled a goal.

The Examiner suggests that this limitation is taught by the following passage from *Matsuda*:

> *"In carrying out the invention and according to one aspect thereof, there is provided a client apparatus described in claim 1 connected along with another client apparatus to a server through a network to gain access to a shared virtual space, including: a receiving means for receiving a growth parameter of a virtual life object existing in the shared virtual space, the growth parameter being transmitted from the server, the growth parameter changing as a predetermined event occurs; and a display controlling means for interpreting a script for dynamically changing one or both of an external view or a behavioral sequence of the virtual life object based on the*

growth parameter received from the server to control display of the virtual life object according to the growth parameter."[6]

The cited language merely states that if certain predetermined events occur, then a growth parameter will change. The fact that certain data happens to change when some event occurs has nothing whatsoever to do with determining that a user has fulfilled a goal.
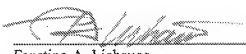
Summary

Now pending in this application are claims 1-23, of which claims 1, 6, 13, 20, and 21 are independent.

Enclosed is a petition for extension of time together with instructions to charge the extension fee. Also enclosed is a request for continued examination, together with authorization to charge the fee.

No additional fees are believed to be due in connection with the filing of this Rule 1.118 Submission. However, to the extent fees are due, or if a refund is forthcoming, please adjust our deposit account 06-1050, referencing attorney docket 19815-015001.

Respectfully submitted,

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[6] *Matsuda*, col 3, lines 29-41.